



# City Of Miami Gardens Request for Proposals RFP-#004

## PROPOSAL AND CONTRACT FOR BUS BENCH AND BUS SHELTER ADVERTISING SERVICES

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### PRE-PROPOSAL CONFERENCE TO BE HELD ON

**March 24, 2004 at 2:00PM (Local Time)**

At

City Administration Offices  
17802 NW 2<sup>nd</sup> Avenue, Suite 201  
MIAMI GARDENS, FLORIDA 33169

ISSUING DEPARTMENT: OFFICE OF THE CITY MANAGER

For

### BUS BENCH AND BUS SHELTER ADVERTISING SERVICES

Contracting Officer: William J. Green Telephone: (305) 653-3944

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW

NO LATER THAN

Thursday, March 29, 2004 at 2:00 PM (Local Time)

At

City Administration Offices  
17802 NW 2<sup>nd</sup> Avenue, Suite 201  
MIAMI GARDENS, FLORIDA 33169

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CITY CLERK ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI GARDENS IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI GARDENS IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

Visit The City's Website: [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov)

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## **DEFINITIONS**

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words “Contractor” or “Consultant” to mean the Proposer that receives any award of a Contract from the City as a result of this Solicitation, which is also to be known as “the prime Contractor” or “the prime Consultant”.
- b) The word “City” to mean Miami Gardens, a political subdivision of the State of Florida.
- c) The word “Department” to mean the office of the City Manager.
- d) The words “Proposer”, “Submitter” or “Respondent” to mean the person, firm, entity or organization submitting a response to this Solicitation.
- e) The words “Scope of Services” or “Scope of Work” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- f) The word “Solicitation” to mean this Request For Proposal (RFP) or Request For Qualification (RFQ) or Request For Information (RFI) document, and all associated addenda and attachments.
- g) The words “Subcontractor” or “Subconsultant” to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Contractor.
- h) The words “Work”, “Services”, “Program”, “Project” or “Engagement” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

- i) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the City to the Contractor in accordance to the terms of the Contract.
- j) References to "City Manager" shall include the Interim City Manager; references to "Interim City Manager" shall include the City Manager.

## **SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES**

### **1.1 INTRODUCTION/BACKGROUND**

The City of Miami Gardens has in excess of 400 bus stop location throughout the City, many of which have existing bus benches and shelters. In addition to the existing benches, opportunities exist for additional benches to be placed at these and other locations. These structures and additional potential structures, offer an outstanding opportunity for commercial advertising.

Pursuant to good business practices, the City is desirous of entering into a written contract to establish the duties, obligations, responsibilities and privileges of a private contractor to provide such advertising.

### **1.2 RFP TIMETABLE**

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution: March 16, 2004

Pre-Proposal Conference: March 24, 2004, 2:00 p.m.

Location: 17801 NW 2<sup>nd</sup> Avenue, Suite 201, Miami Gardens, Florida 33169

Deadline for receipt of questions: March 23, 2004

Deadline for receipt of proposals: Thurs., March 29, 2004 at 2:00 p.m. (Local Time)  
(See Section 1.4 for location)

Evaluation/Selection process: Week of March 29, 2004

Projected Award Date: April 14, 2004

Projected contract start date: April 15, 2004

### **1.3 RFP AVAILABILITY**

The solicitation package is available on-line at [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov) or through the City Manager or his designee at, 17801 NW 2<sup>nd</sup> Avenue, Suite 201, Miami Gardens, Florida 33169.

Proposers or Respondents, who obtain copies of this Solicitation from sources other than the City Manager, risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks.

#### 1.4 PROPOSAL SUBMISSION

**All proposals must be submitted on this RFP document.** Any attachments must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing, and attached to this document. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 3 bound copies (a total of 4)** of the complete proposal must be received by **the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2).** The original and all copies must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**City Clerk  
17801 NW 2<sup>nd</sup> Avenue, Suite 201  
Miami Gardens, FL 33169**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays (however, please note that proposals are due at the City Clerk on the date and at the time indicated in Section 1.2. Additionally, the City Clerk is closed on holidays observed by the City). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.

#### 1.5 PRE-PROPOSAL CONFERENCE/EXAMINATION OF SITE

A pre-proposal conference has been scheduled for **the date; time and place specified in this RFP Timetable (see Section 1.2).** Attendance is recommended but not mandatory. Proposers are requested to inform the RFP Contracting Officer of the number of persons expected to attend no later than 24 hours before the scheduled date. Proposers are encouraged to submit any questions in writing to the RFP Contracting Officer (**see Section 1.6**) in advance of the pre-proposal conference.

#### 1.6 CONE OF SILENCE

A "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami Gardens City Council. The Cone of Silence **prohibits any communication** regarding RFPs or RFQs between, among others:

- § potential Proposers, service providers, lobbyists or consultants **and** the City's professional staff including, but not limited to, the City Manager and the City Manager's staff, the Mayor, City Council or their respective staffs;
- § the Mayor, City Council or their respective staffs **and** the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; or
- § potential Proposers, service providers, lobbyists or consultants, any member of the City's professional staff, the Mayor, City Council or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- § oral communications with the responsible Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- § oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Miami Gardens City Council during any duly noticed public meeting; or
- § communications in writing at any time with any City employees, official or member of the Miami Gardens City Council unless specifically prohibited by the applicable RFP or RFQ documents.

Proposers must file a copy of any written communications with the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the City Clerk at [wgreen@miamigardens-fl.gov](mailto:wgreen@miamigardens-fl.gov).

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the City Manager of Miami Gardens, Florida.

All Proposers will be notified in writing when the City Manager makes an award recommendation to the Miami Gardens City Council.

The Contracting Officer for this RFP is:

Name and Title: William Green  
 Name of Agency: City of Miami Gardens  
 Address: 17801 NW 2<sup>nd</sup> Avenue, Suite 201, Miami Gardens, Florida 33169  
 Telephone: 305 653-3944  
 Fax: 305 653-3955

### **1.7 ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing and received by the City's Contracting Officer for this RFP, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFP Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.6** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated RFP Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

Proposers who obtain copies of this RFP from sources other than the City Administrative Offices risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

### **1.8 PROPOSAL GUARANTEE DEPOSIT**

A proposal guarantee deposit of \$10,000 is required to be submitted with this bid. Such deposit may in the form of a cash bond, surety or letter of credit for a bank or savings institution. Such deposit shall be returned upon payment of the first year's payment of monies due under this proposal.

### **1.9 MODIFIED PROPOSALS**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

### **1.10 WITHDRAWAL OF PROPOSALS**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the City contact person for this RFP (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of THIRTY (30) calendar days after the opening of proposals.

### **1.11 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

Proposals will be opened promptly at the time and place specified. Proposals received after the first proposal has been opened will not be opened and will not be considered. The responsibility for submitting a proposal to the City Clerk on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami Gardens is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

### **1.12 RFP POSTPONEMENT/CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

### **1.13 COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or

made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Miami Gardens City Council.

#### **1.14 BUSINESS ENTITY REGISTRATION**

Miami Gardens requires business entities to secure a City Occupational License before doing business with the City. Proposers need not secure the license to present a proposal; however, the selected Proposer(s) must secure such license prior to the award of a contract as failure to obtain such license may result in the rejection of the Proposal. To obtain a license, contact the **Assistant City Manager for Business Services Manager at 305 653-3944**.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

#### **1.15 ORAL PRESENTATIONS**

The City may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **RFP Timetable (see Section 1.2)**.

#### **1.16 EXCEPTION TO THE RFP**

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Proposer will accept all terms and conditions.

#### **1.17 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

#### **1.18 NEGOTIATIONS**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint and be signed.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another selected Proposer. This process will continue until a contract acceptable to the City has been executed or all

proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

The selected applicant will be required to enter into an Agreement with the City which may include additional provisions than those contemplated in the RFP.

### **1.19 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

### **1.20 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

### **1.21 CRIMINAL CONVICTION**

"Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the City."

### **1.22 PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **SECTION 2.0 - SCOPE OF SERVICES**

### **2.1 INTRODUCTION/BACKGROUND**

The Proposer is being asked to propose an advertising scheme for bus benches and bus shelters throughout the City of Miami Gardens.

### **2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED**



The City of Miami Gardens has in excess of 400 bus stop location throughout the City, many of which have existing bus benches and shelters. In addition to the existing benches and shelters, opportunities exist for additional benches and shelters to be placed at these and other locations. These structures and additional potential structures, offer an outstanding opportunity for commercial advertising.

Pursuant to good business practices, the City is desirous of entering into a written contract to establish the duties, obligations, responsibilities and privileges of a private contractor to provide such advertising.

To this end, the City is requesting proposals from private companies to manage the bus bench and shelter advertising program. While creativity is certainly welcomed, the successful contractor is expected to meet certain minimum standards.

### **SECTION 3.0 - GENERAL CONDITIONS, REQUIREMENTS AND SPECIFICATIONS**

- 3.1** The Contractor will furnish and maintain public benches and shelters at no cost to the City and will place said benches and shelters at locations approved by the City, acting through the office of the City Manager, including such places as bus stops, school stops, shopping centers and business zones.
- 3.2** All benches, whether existing or new, must be constructed of top grade materials and painted green and white. Contractor will, at their expense, maintain all such benches in good and serviceable condition during the entire term of this agreement and the City shall have the right to inspect such benches periodically to determine their condition. Contractor shall replace or recondition to the satisfaction of the City any benches which the City determines, in its sole discretion, are no longer in good and serviceable condition.
- 3.3** The City reserves the right to require the removal of any bench or shelter that is in need of repair or maintenance, upon ten (10) days written notice to Contractor. Any bench not maintained, or replaced within the ten (10) day notice period may be removed and disposed of by the City at the expense of the Contractor.
- 3.4** Any reconstruction or construction at or in close proximity to the location of a bench shall automatically require the removal of same within ten (10) days notice. If not removed within the ten (10) day notice period, the bench may be removed and disposed of by the City at the expense of the Contractor. For emergency construction, the bench may be removed without notice or compensation to Contractor.
- 3.5** Contractor will be authorized to sell advertising to be placed upon the public benches; provided, however, there shall be no liquor, or tobacco advertising, nor any advertising messages displaying obscene expressions, and the City specifically reserves the right to approve or reject the subject matter of any advertising displayed. Any such advertising, which is rejected shall be removed and discontinued immediately by Contractor. Any such advertising messages shall be the

maximum of twelve square feet and constructed of amazonite, plywood, or similar industry standard materials, with all illustrations, designs, arrows, characters, letters, trademarks or logos or other parts of the advertising placed thereon. Bench and shelter ads shall restrict advertising of Adult Entertainment, message parlors, adult book stores and theaters, escort services and pornographic materials.

- 3.6** Local advertisers shall be given preference for any of the advertising space available on the public benches and local advertisers shall be charged a comparable rate or rates charged by Contractor for similar space for national or other advertising. Contractor is encouraged to offer incentives to businesses located within the City of Miami Gardens.
- 3.7** The proposed locations for benches shall be public bus stops, shopping centers, business zones, regional activity centers, school bus stops and in other similar areas where they are needed for the accommodation and convenience of the public. All locations and installations must conform to federal, state and municipal law, ordinances, and rules and regulations. Permission must be obtained from the City Manager prior to the installation of benches and or shelters proposed to be located on public property, and the Contractor shall obtain all necessary permits.
- 3.8** The term of this agreement shall be for a period of three (3) years commencing on April 15, 2004, and ending on June,14, 2007, with an option by the City to renew for another two (1) year periods upon the same terms and conditions set forth herein. The City has the right to cancel this contract without cause at any time and for any reason whatsoever.
1. Contractor agrees to carry public liability insurance in the amount of \$1,000,000.00; Bodily Injury, and Property Damage in the amount of \$1,000,000.00 with an Umbrella Form Injury and Property Damage combined of \$3,000,000.00 in order to protect Contractor and the City from any claims resulting from accidents arising from the activity provided for in this agreement. In addition, contractor must carry a minimum of \$1,000,000 in automobile liability insurance and provide to the City, evidence of statutory Worker's Compensation coverage for its employees. Contractor or Contractor's insurer must supply City with a certificate of insurance for each coverage that identifies the City of Miami Gardens as an additional insured. Contractor must further agree to indemnify and hold harmless the City, it's elected and appointed officers, agents, servants, and employees, from and against any and all claims, demands, or causes of action of whatsoever kind of nature sustained by the City or any third party, arising out of, by reason of, resulting from, or in conjunction with Contractor's performance under the agreement.
- 3.9** In the event of the breach of any of the covenants of this agreement by Contractor, and upon written notification by the City to correct same, where the condition complained of is not corrected by Contractor within thirty (30) days of said notice, the City may elect, and can without further notice, declare this agreement breached and of no further legal force and effect.

- 3.10** Contractor shall provide City with a map and listing of all bench and shelter locations identified, including such notation so as to clearly identify each bench and shelter as preexisting or Contractor placed.
- 3.11** All installations must meet all ADA and DOT standards and regulatory requirements.
- 3.12** Contractor will commit to the placement of free public service advertisements for non-profit groups at up to 10% of the locations at any one time.

#### **SECTION 4.0 - FINANCIAL TERMS AND CONDITIONS**

- 4.1** Proposer should fill in the blanks below and by signing the proposal, acknowledges these as the accepted financial terms of this agreement:
  - a.** Contractor agrees to pay the City of Miami Gardens the annual sum of \$\_\_\_\_\_ each year for each bench placed by Contractor during the first year of this agreement.
  - b.** Contractor agrees to pay the City of Miami Gardens the annual sum of \$\_\_\_\_\_ each year for each existing owned by the City during the first year of this agreement.
  - c.** Contractor agrees to pay the City of Miami Gardens the annual sum of \$\_\_\_\_\_ each year for each bench placed by the contractor during the second year of this agreement.
  - d.** Contractor agrees to pay the City of Miami Gardens the annual sum of \$\_\_\_\_\_ for each bench placed by the contractor during the third year of this agreement.
  - e.** Contractor agrees to pay the City of Miami Gardens the annual sum of \$\_\_\_\_\_ each year for each existing bus shelter.
  - f.** No payment is due to the City for new installations of bus shelters until the newly erected bus shelter has been in use for two years. After two years of use, Contractor agrees to pay the City the annual sum of \$ \_\_\_\_\_ per newly erected bus shelter for the term of this agreement.
- 4.2** The first payment to the City will be made after all approved locations have been placed and an exact number of benches and shelters have been determined; however, in any case, the first yearly payment due under this agreement must be received by the City on or before June 1<sup>st</sup>, 2004. This payment should consist of the entire year's rent. On each subsequent anniversary, Contractor shall make a similar yearly payment, which, in addition to any increases for new placements, shall increase the totals due as set forth in Section 9 above, by 5% over the previous year rates.

## **SECTION 5.0 – OTHER CONDITIONS**

### **5.0 Indemnification**

The undersigned does hereby indemnify, hold and defend the city and its officers, directors, agents, servants, employees, successors, and assigns harmless from and against any and all claims, suits, actions, damages and causes of action for personal injury, death or property damage, any other losses, attorneys' fees, witness fees, court costs and the reasonable value of any services rendered by any officer or employee of the city, and any orders, judgments or decrees which may be entered which arise or are alleged to have arisen out of, in connection with or attributable to, franchisee's maintenance or operation of its waste service or business excepting only those claims resulting from gross negligence of the city. The franchisee shall undertake at its own expense the defense of any actions which may be brought against the city for damages, injunctive relief or for any other cause of action arising or alleged to have arisen out of, in connection with or attributable to the foregoing and, in the event any final judgment therein should be rendered against the city resulting from the foregoing, the franchisee shall promptly pay the final judgment together with all costs relating thereto; the franchisee being allowed, however, an appeal or appeals to the appropriate court or courts from the judgment rendered in any such suit or action upon the filing of such supersede as bond as shall be required to prevent levy or judgment against the city during such appeals.

## **SECTION 6.0 – ADDITIONAL INFORMATION**

### **6.0 ATTACHMENTS**

- 6.1** If proposer desires to submit additional information or offers regarding this RFP, such proposals, offers and information may be attached to this RFP and by initials of the proposer, shall be made a part of this RFP as if set forth in full herein.
- 6.2** Proposer should attach drawings, photographs or other renderings of the proposed benches to be installed or from which the City may choose desired options.

## **SECTION 7.0 – ACKNOWLEDGEMENT/CERTIFICATION**

- 7.1** Each proposer must sign this RFP below, and by doing so certifies that all of the information provided is true and accurate, and acknowledging and agreeing to all of the terms, conditions and requirements contained herein:
- 7.2** IN WITNESS WHEREOF, THE parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

WITNESS:

**IF INDIVIDUAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**IF PARTNERSHIP**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(General Partner)

\_\_\_\_\_  
Print Name

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**IF CORPORATION**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(President)

Attest: \_\_\_\_\_  
Secretary

(Corporation Seal)

FOR THE CITY:

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF MIAMI GARDENS

By: \_\_\_\_\_  
Mayor Shirley Gibson

Date: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Sonja K. Knighton, City Attorney